

Exhibit F

WRITTEN CONSENT
OF
ARCH REAL ESTATE HOLDINGS LLC

October 7, 2024

The undersigned, being all the members of Arch Real Estate Holdings LLC, a New York limited liability company (the “Arch JV”), each do hereby adopt the following preambles and resolutions by written consent (this “Consent”) effective as of the date first written above:

WHEREAS, JJ Arch LLC, a New York limited liability company (“JJ Member”), and 608941 NJ INC., a New Jersey corporation (“Oak Member”) are all the members of Arch JV;

WHEREAS, Oak Member is the acting managing member of Arch JV;

WHEREAS, Arch JV is the managing member of 3200 N Haverhill GP LLC, a New York limited liability company (“Arch GP”);

WHEREAS, Arch GP is the managing member of 3200 N Haverhill MM LLC, a New York limited liability company (“Arch MM”);

WHEREAS, Arch MM is the managing member of 3200 N Haverhill Owner LLC, a New York limited liability company (“Haverhill Owner”);

WHEREAS, Haverhill Owner is the sole member of 3200 N Haverhill Borrower LLC, a Delaware limited liability company (“Haverhill Borrower”);

WHEREAS, Arch MM is the manager of 3200 N Haverhill Owner 2 LLC, a New York limited liability company (“Haverhill Owner 2”);

WHEREAS, Haverhill Owner 2 is the sole member of 3200 N Haverhill Borrower 2 LLC, a Delaware limited liability company (“Haverhill Borrower 2”);

WHEREAS, Arch MM is the manager of 3200 N Haverhill Owner 3 LLC, a New York limited liability company (“Haverhill Owner 3”);

WHEREAS, Haverhill Owner 3 is the sole member of 3200 N Haverhill Borrower 3 LLC, a Delaware limited liability company (“Haverhill Borrower 3” and, together with Haverhill Borrower and Haverhill Borrower 2, collectively, the “Haverhill Borrowers”);

WHEREAS, the Haverhill Borrowers are owners, as tenants in common, of the tract or parcel of land located at 3200 N Haverhill Rd, West Palm Beach, Florida, 33417, as well as the improvements and property thereon (the “Property”);

WHEREAS, the Haverhill Borrowers, on September 13, 2024, entered into a purchase and sale agreement (“PSA”) with F Advance Acquisitions LLC, a Florida limited liability company

(“Buyer”), for the sale of the Property (the “Transaction”), with such Transaction conditional on obtaining the consent of the members of Arch JV, and a true copy of such executed PSA is attached hereto as EXHIBIT A;

WHEREAS, JJ Member and Oak Member desire to cause Arch JV, in its capacity as the managing member of Arch GP, in its capacity as the managing member of Arch MM, in its capacity as (a) the managing member of Haverhill Owner, in its capacity as the sole member of Haverhill Borrower, (b) the manager of Haverhill Owner 2, in its capacity as the sole member of Haverhill Borrower 2, (c) the manager of Haverhill Owner 3, in its capacity as the sole member of Haverhill Borrower 3, on behalf of each of the Borrowers and in their own capacities to effectuate the Transaction contemplated by and further described in the PSA and to deliver and perform under the PSA;

WHEREAS, JJ Member and Oak Member desire to cause Arch JV, in its capacity as the managing member of Arch GP, in its capacity as the managing member of Arch MM, in its capacity as (a) the managing member of Haverhill Owner, in its capacity as the sole member of Haverhill Borrower, (b) the manager of Haverhill Owner 2, in its capacity as the sole member of Haverhill Borrower 2, (c) the manager of Haverhill Owner 3, in its capacity as the sole member of Haverhill Borrower 3, on behalf of each of the Borrowers and in their own capacities, in connection with the Transaction, to execute and deliver, and perform under, any and all other documents, instruments, certificates, acknowledgments, statements, papers and amendments as may be contemplated by, required by, or advisable to consummate the Transaction (collectively, the “Additional Documents”, and together with the PSA, collectively, the “Transaction Documents”).

NOW, THEREFORE, BE IT

RESOLVED, that each of the Borrowers is hereby authorized and directed to enter into the Transaction and the Transaction Documents;

RESOLVED, that each of the Borrowers is hereby authorized, empowered and directed to take any and all actions necessary or desirable in connection with entering into the Transaction, and in connection with the foregoing, to (i) negotiate, execute, deliver and perform its obligations under the Transaction Documents, each of such Transaction Documents to be in such form and to contain such terms as any Authorized Signatory (as defined below) executing the same in his sole discretion shall deem necessary or desirable, as conclusively evidenced by his execution thereof; and (ii) incur such costs and expenses, and take such other actions, that any Authorized Signatory deems necessary or desirable to effectuate the foregoing (including, without limitation, incurring lender’s fees and expenses, as applicable, and commencing or making filings in any court proceeding, as required);

RESOLVED, that each of the authorized signatories of each of the Borrowers listed on SCHEDULE 1 attached hereto (each, a “Authorized Signatory”; collectively, the “Authorized Signatories”), acting singly, be, and hereby is, authorized and empowered, in the name and on behalf of each of the Borrowers, to execute and deliver the Transaction Documents, or any of them;

RESOLVED, that the authority granted to the Authorized Signatories under the foregoing resolutions shall be deemed to include, in the case of each such resolution, the authority to perform such further acts and deeds as may be necessary or appropriate in connection with the Transaction

Documents, including any acts and deeds as any Authorized Signatory may agree to and that are consistent with the Transaction Documents;

RESOLVED, that any and all Transaction Documents executed by any of the Borrowers pursuant to or in connection with any of the transactions described in any of the foregoing resolutions shall be in such form and contain such terms as any Authorized Signatory, executing the same in his sole discretion, shall deem necessary or appropriate, as conclusively evidenced by his execution thereof; and each such Authorized Signatory is hereby authorized, empowered and directed to execute and deliver, in the name and on behalf of each of the Borrowers, any and all such documents, instruments, certificates, acknowledgements, statements and papers, and such execution and delivery is hereby ratified and approved in all respects;

RESOLVED, that any and all actions heretofore taken, or caused to be taken, by any of the Authorized Signatories, in each case on behalf of any of the Borrowers, prior to the adoption of the foregoing resolutions, intended to carry out the intent or accomplish the purposes of the foregoing resolutions, including without limitation (a) the negotiation, execution, delivery, and/or filing, as applicable, of the Transaction Documents, (b) payment or incurring of fees and expenses, and (c) all other acts or doings are hereby ratified, confirmed, approved and adopted in all respects as the acts and deeds of the applicable Borrowers, as the case may be;

RESOLVED, that any and all actions hereafter taken, or caused to be taken, by any of the Authorized Signatories after the adoption of the foregoing resolutions, intended to carry out the intent or accomplish the purposes of the Transaction Documents, including without limitation (a) the negotiation, execution and delivery of any certificates, certifications, documents, instruments, acknowledgements, statements or papers as may be necessary or desirable from time to time under the Transaction Documents, (b) payment or incurring of fees and expenses, and (c) any other acts or doings in accordance with the Transaction Documents are hereby ratified, confirmed, approved and adopted in all respects as the acts and deeds of the applicable Borrowers, as the case may be; and

RESOLVED, that this Consent may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same agreement and that this document may be executed by PDF or facsimile and such signatures shall be treated as originals for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Consent as of the date first above written.


JJ MEMBER:

JJ ARCH LLC,
a New York limited liability company

By: 
Name: Jared Chassen
Title: Member

OAK MEMBER:

608941 NJ INC.,
a New Jersey corporation

By: 
Name: Kevin Wiener
Title: Executive Vice President

SCHEDULE 1

Authorized Signatories

1. Kevin Wiener
2. Michael Wiener

EXHIBIT A

Copy of Purchase and Sale Agreement

[Follow immediately]